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Attorneys for Numerous Wild Fire Claimants

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:
PG&E CORPORATION
- and -
PACIFIC GAS AND ELECTRIC
COMPANY,
Debtors.

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11
(Lead Case)
(Jointly Administered)

**DECLARATION OF MIKAL WATTS
IN OPPOSITION TO
DECLARATION OF JEREMIAH F.
HALLISEY, ESQ. IN SUPPORT OF
JOINDER OF CERTAIN FIRE VICTIMS
IN WILLIAM B. ABRAMS MOTION TO
DESIGNATE IMPROPERLY
SOLICITED VOTES PURSUANT TO 11
U.S.C. §1125(B) AND 1126(E) AND
BANKRUPTCY RULE 2019**

☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Date: May 12, 2020
Time: 10:00 a.m. (Pacific Time)
Place: United States Bankruptcy Court
Courtroom 17, 16th Floor
450 Golden Gate Avenue
San Francisco, CA 94102

Re: Docket No. 7140

DECLARATION OF MIKAL WATTS

Mikal Watts declares the following pursuant to 28 U.S.C. § 1746:

1. I am an attorney at the law firm of WATTS GUERRA LLP.
2. WATTS GUERRA represents over 16,000 unique individuals who timely filed Notices of Claim by this Court's amended Bar Date of December 31, 2019.

1 3. I have read the Declaration of Debbie Pool (“POOL”) attached as Exhibit 2 to the
2 Declaration of Jeremiah Hallisey, Esq. in Support of Joinder of Certain Fire Victims in William B.
3 Abrams Motion to Designate Improperly Solicited Votes Pursuant to 11 U.S.C. §1125(B) and
4 1126(E) and Bankruptcy Rule 2019.

5 4. In Paragraph 2 of her Declaration, POOL writes, “[a]t the time I engaged Mr. Earley,
6 I did not understand that Watts Guerra would also be representing me and managing my claim.”
7 (Doc. #7140, p. 9). However, she signed an Attorneys’ Fees Contract on January 19, 2020 that
8 specifically states otherwise. POOL personally signed a Contract of Employment and Consent to
9 Fee Sharing (Camp Fire) that stated:

- 10
- 11 - “The undersigned called “Client” (Client’s printed name – Debbie Pool), hereby
12 employs the Law Office of Doug Boxer, Law Office of Joseph Earley, Watts
13 Guerra LLP, and Mauro O’Neill Archer LLC, called “the Firms,” as my
14 attorneys to represent me in all claims, suits, or other matters arising out of and
15 resulting from damages suffered by me from the November 2018 wildfire
16 occurring in Butte County, California.
 - 17 - 3. CONTINGENCY FEE ARRANGEMENT. The Firms will assume joint
18 responsibility for the Client’s representation....
 - 19 - 3. Client consents to the Firms’ sharing these attorneys’ fees as follows: 5% to
20 the Law Office of Douglas Boxer, 5% to the Law Office of Joseph Earley, 60%
21 to Watts Guerra LLP and 30% to Mauro O’Neill Archer LLC.

22 Moreover, after POOL personally signed this contract, a copy of it was sent to her by WATTS
23 GUERRA, together with a litany of quarterly update letters from WATTS GUERRA, and then
24 weekly updates from Joe Earley as well from March, 2019 to the present.

25 5. In Paragraph 3 of her Declaration, POOL writes, “Attached as Exhibit A are true
26 and correct copies of two emails urging me to accept the Plan and that I received in February 2020.”
27 POOL confuses Joe Earley’s weekly client update email on February 21, 2010 with a solicitation
28 for her to accept the Plan. Indeed, no email from Joe Earley, nor any other lawyer working with
WATTS GUERRA, ever solicited a vote from any of its clients prior to March 31, 2020 when it

transmitted to its clients the court-ordered materials, including the court-approved Disclosure Statement. No client of WATTS GUERRA, nor of Joe Earley, nor any other lawyer working with WATTS GUERRA, was even given an opportunity to vote prior to March 31, 2020.

6. In paragraph 5 of her declaration, POOL writes, “[a]ttached as Exhibit B is a true and correct copy of an email I received at 8:23 AM urging me to accept the Plan.” Exhibit B is the first solicitation by WATTS GUERRA, or any lawyer with whom it is working, of a vote on the Plan, and it was emailed together with a transmission of all court-ordered materials, including the Disclosure Statement. In fact, WATTS GUERRA did not email POOL at 8:23 a.m.; she was texted on March 31, 2020 at 9:43 p.m. PDT, and she first opened the it on April 1, 2020 at 10:12 a.m. PDT. The 8:23 a.m. shown on Exhibit B to POOL’s declaration is the current time when she took a screenshot of the email. All of the screenshots used in her exhibits have times between 8:23 a.m. and 8:45 a.m.

7. In paragraph 5 of her declaration, POOL writes, “[a]ttached as Exhibit C is a true and correct copy of the list of phone messages I received from Watts Guerra urging me to vote to approve the Plan.” WATTS GUERRA maintains the text of each message sent in this case, and affirms that no phone message prior to March 31, 2020 urged POOL or any other client to vote approve the Plan prior to March 31, 2020 when the court-required materials including the Disclosure Statements were transmitted to WATTS GUERRA’s clients, including POOL. *See* Declaration of Mikal C. Watts, ¶6, attached hereto as Exhibit 1. With respect to each of the Voicemails entitled “Lawsuit,” referenced by POOL in Exhibit C, the text of the messages I personally left for our clients are as follows:

<u>Date</u>	<u>Length</u>	<u>Text of Voice Mail Left by WATTS GUERRA</u>
03/20	01:08	“Hi, this is Mikal Watts, your attorney representing you in the wildfire cases against PG&E. I’m calling to invite you to a live, telephonic community forum tomorrow morning at 11 AM. There will be no in-person meeting this weekend because of the

1			coronavirus, so this will be your opportunity to ask questions and be
2			updated on the current status of the case. At 11 AM tomorrow, you
3			will receive a call from this number and automatically be joined into
4			our discussion. This call is for current clients only. Paid for by Watts
5			Guerra LLP 530-413-8151."
6	03/25	00:36	"Hi, this is Mikal Watts, one of your attorneys, with Joe Earley,
7			representing you in the wildfire case against PG&E. I'm calling to
8			invite you to a second live telephone town hall community forum
9			tomorrow afternoon at 4:40 PM. This will be your opportunity to ask
10			questions and be updated on the current state of the case. At 4:40 pm
11			tomorrow, you will receive a call from this number and automatically
12			be joined into our live discussion. This call is for current clients only.
13			Paid for by Watts Guerra LLP 530-413-8151."
14	03/26	00:33	"Hi, this is Mikal Watts, your attorney representing you in the
15			wildfire cases against PG&E. I'm calling to invite you to a live
16			telephonic town hall meeting to update you on your case. If you'd
17			like to join, please visit pgelawsuit.com/update right now to listen in
18			and have your questions answered. Paid for by Watts Guerra LLP
19			530-413-8151."
20	03/30	00:35	"Hi, this is Mikal Watts, your attorney representing you in the
21			wildfire cases against PG&E. I'm calling to invite you to a live
22			telephone community forum tomorrow evening at 5:20 PM. I'll
23			update you on the status of your case, the upcoming vote, and I'll
24			also be able to take your questions on this call. At 5:20 pm tomorrow
25			you will receive a call from this number and automatically be joined
26			into our live discussion. This call is for current clients only. Paid for
27			by Watts Guerra LLP 530-413-8151."
28	03/31	00:42	"Hi, this is Mikal Watts, your attorney representing you in the
			wildfire cases against PG&E. After extensive negotiations, last night
			PG&E announced that their \$4 million fine that's owed to the district
			attorney in Butte County for the Camp Fire will not come from the
			Fire Victims Trust. That means it will not affect the amount available
			to you in the Trust. Later today, you'll receive a text and email
			information on how you can vote to accept this settlement. We'll also
			be calling you shortly after 5:20 this evening for a live telephone
			town hall. We urge you to vote to accept this settlement and we will
			continue to answer any questions you have. Paid for by Watts Guerra
			LLP 530-413-8151."
	03/31	00:32	"Hi, this is Mikal Watts, your attorney representing you in the
			wildfire cases against PG&E. I'm calling to invite you to a live
			telephonic town hall meeting to update you on your case. If you'd
			like to join, please visit pgelawsuit.com/update right now to listen in
			and have your questions answered. Paid for by Watts Guerra LLP
			530-413-8151."
	04/01	00:30	"Hi, this is Mikal Watts, your attorney in the wildfire litigation
			against PG&E. Voting on PG&E's \$13.5 billion settlement has

1 begun. You should've already received a text message with
2 instructions on how to cast a ballot. We strongly urge all of our
3 clients to vote to accept this settlement, but if you've not already
4 responded to each of the links we've texted you, please do so today.
5 Thank you. Paid for by Watts Guerra LLP 530-413-8151."

6 04/04 00:33 "Hi, this is Mikal Watts, your attorney representing you in the
7 wildfire cases against PG&E. I'm calling to invite you to a live
8 telephonic town hall meeting to update you on your case. If you'd
9 like to join, please visit pgelawsuit.com/update right now to listen in
10 and have your questions answered. Paid for by Watts Guerra LLP
11 530-413-8151."

12 9. The reference to a call from "George" on October 24, 2019 in Exhibit C of Exhibit
13 2 to Doc. #7140 does not involve a solicitation for votes from WATTS GUERRA. Indeed, at no
14 time during WATTS GUERRA's involvement in this litigation against PG&E, from October of
15 2017 to the present, has WATTS GUERRA employed an individual named "George."

16 10. In paragraph 5 of her declaration, POOL writes, "[a]ttached as Exhibit D are true
17 and correct copies of the text messages I received urging me to vote to approve the Plan." Instead,
18 the texts actually received demonstrate no solicitations until after the transmission of court-ordered
19 documents and the Disclosure Statement were received by WATTS GUERRA from the Court and
20 disseminated to its clients. To be clear, no lawyer associated with WATTS GUERRA – or
21 employed by it, or contractually associated with it in this litigation, has solicited votes via text until
22 after the court-ordered documents including the court-approved Disclosure Statements were
23 transmitted to WATTS GUERRA's clients.

24 11. I affirm that the facts set forth in this declaration are true and correct.

25 Dated May 11, 2020

26 /s/ Mikal C. Watts
27 Mikal C. Watts
28 WATTS GUERRA LLP
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